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M. Micah Kessler
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November 19, 2013

**VIA CERTIFIED MAIL, R.R.R. #7012 3460 0003 2849 9947
& FACSIMILE: [713-571-1148]**

Jeffrey L. Raizner
Michael P. Doyle
One Houston Center
1221 McKinney, Suite 77010
Houston, Texas 77010

Re: Cause No. C.A. No. M-7:13-cv-00578; *Ruth Chavez and Gilberto Gonzales vs. State Farm Lloyds and Ricky L. Jasper*, In the United States District Court for the Southern District of Texas McAllen Division

Dear Mr. Raizner,

Enclosed please find **Defendants State Farm Lloyds' and Ricky L. Jasper's Offer of Judgment**.

Please contact the undersigned should you have any questions or concerns.

Sincerely yours,

A handwritten signature in cursive script that reads 'Clarissa Diaz for'. Below the signature, the name 'M. Micah Kessler' is printed.
M. Micah Kessler

MMK:cd
Enclosure

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
McALLEN DIVISION**

**RUTH CHAVEZ AND
GILBERTO GONZALES**

Plaintiffs,

v.

**STATE FARM LLOYDS
AND RICKY L. JASPER**

Defendants.

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C. A. No. M-7:13-cv-00578

OFFER OF JUDGMENT

Defendant State Farm Lloyds and Ricky L. Jasper make the following offer of judgment under Federal Rule of Civil Procedure 68.

A. INTRODUCTION

1. Plaintiffs are Ruth Chavez and Gilberto Gonzales. Defendants are State Farm Lloyds and Ricky L. Jasper.

2. This lawsuit involves a dispute over the alleged non-payment of insurance benefits and the handling of Plaintiffs' claim for damages allegedly caused by a hailstorm on March 29, 2012. Plaintiffs assert causes of action against Defendants for violations of the Texas Deceptive Trade Practices – Consumer Protection Act, violations of Chapters 541 and 542 of the Texas Insurance Code, breach of contract, breach of the duty of good faith and fair dealing and fraud.

3. Defendants make this offer more than 14 days before the date set for trial.

B. OFFER OF JUDGMENT

4. Defendants offer \$10,000.00, for which judgment may be entered. This offer includes costs now accrued and includes attorney's fees as part of the total \$10,000.00 sum for which judgment may be entered.

5. This offer is unconditional.

C. DEADLINE TO ACCEPT

6. This offer of judgment will remain open and irrevocable for 14 days after service.

Respectfully submitted,

By: 

M. Micah Kessler

State Bar No.: 00796878

S.D. Tex. I.D. 21206

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ATTORNEY IN CHARGE FOR

DEFENDANTS STATE FARM LLOYDS

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OF COUNSEL:

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CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing was duly served upon counsel of record by U.S. Certified Mail, return receipt requested, and facsimile on November 18, 2013.

Mr. Jeffrey L. Raizner
Mr. Michael P. Doyle
Ms. Kim Goodling
Ms. Amy Hargis
DOYLE RAIZNER, LLP
One Houston Center
1221 McKinney, Suite 4100
Houston, Texas 77010

**VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED [7012 3460 0003 2849 9671]
AND FACSIMILE [713-571-1148]**

A handwritten signature in blue ink, appearing to read "M. Micah Kessler", is written over a horizontal line.

M. Micah Kessler